

**SBC Illinois**  
**Proposed Compromise Performance Remedy Plan**  
**Redline Version**

This Performance Remedy Plan sets forth the terms and conditions under which ~~SBC Illinois-Bell Telephone Company~~ (“~~Ameritech Illinois~~” or “~~Ameritech~~”) will report performance to CLEC and compare that performance to ~~Ameritech~~SBC Illinois’s own performance ~~or its affiliate’s performance or (“parity”), benchmark criteria, or both,~~ whichever is applicable. This document further provides for enforcement through liquidated damages and assessments.

1.0 ~~SBC~~ Ameritech~~Illinois~~ agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix ~~4. Ameritech~~1 – SBC Illinois Performance Measurement User Guide. ~~SBC Illinois~~ will collect, analyze, and report performance data for these measures in accordance with ~~Ameritech’s Performance Measurement Business Rules, as presented to the Illinois Commerce Commission for approval~~business rules defined in Appendix 1, as approved by the Joint Petition in Docket 01-0120-Commission. Both the performance measures and the business rules in Appendix 1 are subject to modification in accordance with section 6.4 below regarding six-month reviews. ~~Ameritech~~SBC Illinois further agrees to use ~~this~~the two-tiered enforcement structure for performance measurements provided for in this document. The Commission-approved performance measurements shown in Appendix 1 hereto identifies~~identify~~ the measurements that belong to Tier- 1 (payable to CLECs) and/or Tier-2 (payable to the ~~state~~State) categories, ~~which are further identified as the High, Low and Medium groups as those terms are used below.~~

1.1. ~~SBC~~ Ameritech~~Illinois~~ will not levy a separate charge for provision of the data to CLEC called for under this document. Upon CLEC’s request, data files of CLEC’s raw data, or any subset thereof, will be transmitted to CLEC. If CLEC’s request is transmitted to ~~Ameritech~~SBC Illinois on or before the last day of the month for which data is sought, ~~Ameritech~~SBC Illinois shall provide the data to CLEC on or before ~~then~~the 20th last day of the following month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC’s request is transmitted to ~~Ameritech~~SBC Illinois after the last day of the month for which data is sought, ~~Ameritech~~SBC Illinois shall provide the data to CLEC within 2030 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

2.0 ~~Ameritech~~SBC Illinois will use a statistical test, namely the modified “Z-test,” for evaluating the difference between two means (~~Ameritech~~SBC Illinois retail or its affiliate – whichever is better, provided the number of affiliate data points equal or exceed 30 – and CLEC) or percentages, or the difference between two ratios for purposes of this document. ~~Ameritech~~SBC Illinois agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the results for ~~Ameritech~~SBC Illinois retail or its affiliate (whichever is better, provided the number of affiliate data points equal or exceed 30) and the CLEC are compared. This statistical test will compare the CLEC performance to the SBC Illinois retail performance or the affiliate performance (whichever is better). If the affiliate data has fewer than 30 observations, the comparison will be to SBC Illinois’ retail performance. The modified Z-tests are applicable if the number of data points

are greater than or equal to 30 for a given disaggregation category. In cases where benchmarks are established, the determination of compliance is through a ~~non-statistical test which compares the measured performance delivered~~comparison to the GLEC ~~and the~~ applicable Commission-approved benchmark. For testing compliance for measures for which the number of data points ~~are~~is 29 or less, the use of permutation tests as outlined below may be used. ~~Parity and benchmark tests and the corresponding sample size requirements are summarized in the following Tables.~~

**Table 1: Tier 1 Parity Test**

Sample Size	Test	Non-compliant
$\geq 30$	Z Tests (3.1)	$Z >$
$< 30$	Permutation (3.2)	$Z >$

**Table 2: Tier 2 Parity Test**

Sample Size	Test	Non-compliant
$\geq 30$	Z Tests (3.1)	$Z >$
$30 > \geq 10$	Permutation (3.2)	$Z >$
$10 > \geq 1$	No Test	N/A

**Table 3: Tier 1 Benchmark Test**

Sample Size	Test	Non-compliant
$\geq 1$	Non-statistical Test (4.1)	$Z >$

**Table 4: Tier 2 Benchmark Test**

Sample Size	Test	Non-compliant
$\geq 10$	Non-statistical Test (4.1)	$Z >$
$< 10$	No Test	N/A

### 3.0 Statistical Parity Testing

3.0 For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the parity requirement when the measured results in a single month (whether in the form of means, percents, or ratios) for the same sub-measurement, at equivalent disaggregation, for both ~~Ameritech-SBC Illinois and/or its affiliate (whichever is better, provided the number of affiliate data points exceeds 30)~~ and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than ~~the critical~~ Critical-Z value ( $Z^c$ ) ~~as defined below~~ that would maintain 95% confidence that the difference in results reflects disparity. That Critical-Z value is 1.645.

#### Z-Test:

#### 3.1 Z Test:

~~Type I Error:  $\alpha = 5\%$ ,  
Z Critical:  $Z^c = 1.645$ .~~

~~Performance is non-compliant with the parity requirement if and only if  $Z > Z^c$ , where Z values for different types of performance measurements are calculated as defined below.~~  
SBC Illinois will utilize the following formulae for determining parity using Z-Test:

#### 3.1.1 For Measurement results that are expressed as Averages or Means:

For Measurement results that are expressed as Averages or Means:

$$\text{Modified-Z} = (\text{DIFF}) / \sigma_{\text{DIFF}}$$

Where:  $\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$

$M_{\text{ILEC}} = \text{ILEC Average}$

$M_{\text{CLEC}} = \text{CLEC Average}$

$$\sigma_{\text{DIFF}} = \text{SQRT} [\sigma_{\text{ILEC}}^2 (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})] \quad \sigma_{\text{ILEC}}^2 = (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})$$

$\sigma_{\text{ILEC}}^2 = \text{Calculated variance for ILEC}$

$n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$

$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$

#### 3.1.2 For Measurement results that are expressed as Percentages or Proportions:

##### Step 1:

$$(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})$$

$$p = \frac{\quad}{\quad}$$

$$\frac{(n_{\text{ILEC}} P_{\text{ILEC}} + n_{\text{CLEC}} P_{\text{CLEC}})}{\quad}$$

$$\rho = \frac{n_{ILEC} + n_{CLEC}}{n_{ILEC} + n_{CLEC}}$$

### Step 2:

$$\sigma_{P_{ILEC}-P_{CLEC}} = \sqrt{\frac{[\rho(1-\rho)]}{n_{ILEC}} + \frac{[\rho(1-\rho)]}{n_{CLEC}}}$$

### Step 3:

$$Z = (P_{ILEC} - P_{CLEC}) / \sigma_{P_{ILEC}-P_{CLEC}}$$

Where:  $n$  = Number number of Observations observations

$P$  = Percentage or Proportion

### 3.1.3 For Measurement results that are expressed as Rates or Ratios:

$$Z = (DIFF) / \sigma_{DIFF}$$

Where: \_\_\_\_\_

$$\text{Where: } DIFF = R_{ILEC} - R_{CLEC}$$

$$R_{ILEC} = \text{num}_{ILEC} / \text{denom}_{ILEC}$$

$$R_{CLEC} = \text{num}_{CLEC} / \text{denom}_{CLEC}$$

$$\sigma_{DIFF} = \sqrt{\frac{(\text{num}_{ILEC} + \text{num}_{CLEC})}{(\text{denom}_{ILEC} + \text{denom}_{CLEC})} \left( \frac{1}{\text{denom}_{CLEC}} + \frac{1}{\text{denom}_{ILEC}} \right)}$$

## 4.0 Qualifications to use Z-Test:

4.1. The proposed Z-tests are applicable to reported measurements that contain 30 or more data points. The Z-test is not applied to measures with benchmark standards.

4.2. The minimum sample size for Tier 2 is 10 observations for the aggregate of all CLECs. Sub-measures in Tier 2 with fewer than 10 observations do not have statistical tests conducted on them.

4.3 3.1.4 In calculating the difference between the performances, the ~~formula~~ formulas ~~proposed~~ defined above ~~applies~~ apply when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e.,  $M_{ILEC} - M_{CLEC}$ ,  $P_{ILEC} - P_{CLEC}$ , and  $R_{ILEC} - R_{CLEC}$ ).

## 3.2 Small Sample Parity Test

~~For Tier 1 parity tests with less than 30 observations, Ameritech will, in most circumstances, use the permutation tests outlined below.~~

4.4. For measurements where the performance delivered to the CLEC is compared to SBC Illinois performance and for which the number of data points are 29 or less for either the CLEC or SBC Illinois, SBC Illinois will apply the following alternatives for compliance.

4.4.1. Alternative 1 (used only in the following situations: ~~In the limited circumstances where Ameritech does not have access to the underlying transaction-by-transaction data required for the permutation test,~~ Ameritech will apply the Z test as described in Section 3.1.

### 3.2.1 — Permutation Tests

Type I error:  $\alpha = 5\%$ ,

Z Critical:  $Z^e = 1.645$ .

~~The performance is non-compliant with the parity requirement if and only if  $Z > Z^e$ , where permutation Z values for different types of performance measurements are calculated as defined below.~~ 1) for a measure where results for both the CLEC and SBC Illinois Retail or affiliate (whichever is used) both show perfect compliance (no failures), and 2) where the individual transaction detail required to conduct permutation testing is not available):

SBC Illinois applies the Z-Test as described in section 3.0.

4.4.2. Alternative 2 (used in all situations except those defined above for Alternative 1):

For Percentages, the Fisher Exact Permutation Test will be used ~~(See Business Rules).~~

For Averages and Ratios, the following Permutation analysis will be applied to calculate the ~~z~~Z-statistic using the following logic:

- (1) Choose a sufficiently large number T.
- (2) Pool and mix the CLEC and ILEC data sets.
- (3) Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set ( $n_{CLEC}$ ) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set, or  $n_{ILEC}$ ).
- (4) Compute and store the Z-test score ( $Z_s Z_s$ ) for this sample.
- (5) Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).
- (6) Order the  $Z_s Z_s$  results computed and stored in step 4 from lowest to highest.
- (7) Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.
- (8) To calculate P, divide the rank of the Z-test score as determined in step 7 by the number of total runs executed. ( $P = \text{rank} / T$ ).

- (9) Using a cumulative standard normal distribution table, find the value  $Z_A$  such that the probability (or cumulative area under the standard normal curve) is equal to  $P$  calculated in step 8.

Compare ~~Z-value~~  $Z_A$  with the ~~critical z~~ Critical Z-value ( $Z^e$ ). If  $Z_A > Z^e$  the Critical Z-value, then the performance is non-compliant.

~~3.2.2 In calculating the difference between the performances, the formula proposed above applies when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., , and ).~~

~~4.5 3.2.3~~ AmeritechSBC Illinois and CLECs will provide software and technical support as needed by Commission Staff for purposes of ~~utilizing the permutation~~ statistical analysis. Any CLEC who opts into this plan agrees to share in providing such support to ~~the~~ Commission Staff.

#### ~~4.0~~ Non-statistical Benchmark Testing

~~For purposes of this document, performance for the CLEC on a particular sub-measure (disaggregated level) will be considered in compliance with the benchmark requirement when the measured results in a single month (whether in the form of means or percentages) for the same sub-measurement, at equivalent disaggregation, for CLEC are used to calculate a Z value and the resulting value is no greater than the critical Z value ( $Z^e$ ) as defined below.~~

~~4.1 Z-Critical:  $Z^e = 0$ .~~

~~Performance is non-compliant with the benchmark requirement if and only if  $Z > Z^e$ , where benchmark Z values for different types of performance measurements are defined as below.~~

~~4.1.1 For Measurement results that are expressed as Averages or Means:~~

~~Benchmark  $Z =$ ,~~

~~where;~~

~~$B =$  Benchmark Average or Mean,~~

~~$=$  CLEC Average.~~

~~4.1.2 For Measurement results expressed as Percentages or Proportions:~~

~~Benchmark  $Z = 100(B - P_{CLEC})$~~

~~where;~~

~~$B =$  Benchmark Percentage or Proportion,~~

~~$P_{CLEC} =$  CLEC Percentage or Proportion.~~

~~4.1.3 In calculating the difference between the performances, the formula proposed above applies when a larger CLEC value indicates a higher quality of performance. In cases where a~~

~~smaller CLEC value indicates a higher quality of performance, the order of subtraction should be reversed. (i.e.,  $M_{CLEC-B}$  and  $P_{CLEC-B}$ ).~~

## ~~5.0~~ **5.0** — Overview of Enforcement Structure

~~5.1~~ **5.1** — ~~Ameritech~~SBC Illinois agrees with the following methodology for developing the liquidated damages and penalty assessment structure for Tier- 1 liquidated damages and Tier- 2 assessments:

- ~~5.1.~~ **5.2** — ~~Ameritech~~SBC Illinois will pay Liquidated Damages to the CLEC, according to the terms set forth in this document, ~~in the form of a check or other form of cash, in full, within 30 days following the reporting of a failed performance measure. Interest on any payments due and owing shall commence on the 31<sup>st</sup> day of non-payment, at the interest rate of prime plus one.~~
- ~~5.2.~~ **5.3** — ~~Payments~~Liquidated made damages apply to Tier- 1 measurements identified as ~~High, Medium, or Low on~~“Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 4.2.
- ~~5.3.~~ **5.4** — Assessments are applicable to Tier- 2 measures identified as ~~High, Medium, or Low on~~“Remedied” in the Measurement Type section of the performance measurement business rules documented in Appendix 4.2, and are payable to the ~~Illinois State Treasury~~Fund designated by the Commission.

~~5.5~~ — A CLEC wishing to be subject to Ameritech’s Performance Remedy Plan ~~tariffed with the Illinois Commerce Commission must notify SBC/Ameritech and the Commission, in writing, of its intent to “opt in” the Remedy Plan. Notice to Ameritech shall be made, in the cases in which a CLEC purchases out of the tariffed plan, at the place of notice designated by Ameritech in the tariff. In the cases in which a CLEC opts in to the Plan through an Interconnection Agreement, notice shall be made to Ameritech’s regulatory offices. The CLEC’s “opt in” becomes effective 20 days from the date of filing said written notice with the Commission, and it supersedes the Plan previously in effect for that CLEC. Payments shall be calculated in accordance with the Plan beginning with the first full calendar month following the effective date of the “opt in.” Voluntarily negotiated amendments also must be filed with the Commission, although such amendments are subject to Commission approval.~~

- ~~5.4.~~ **5.4.** SBC Illinois will not be liable for the payment of Tier 1 damages until 10 days after receipt by SBC Illinois of an executed (by CLEC) Interconnection Agreement amendment, terms of which have been agreed to by both CLEC and SBC Illinois Illinois, referencing this plan; or if CLEC interconnects by tariff, 10 days after receipt by SBC Illinois of the self-identification form posted on the CLEC OnLine website (<https://elec.sbc.com/clec>). Tier 1 damages will be accrued, but not paid, effective with the first full month of performance results after that date, and will be payable from and after the date that the Interconnection Agreement Amendment is approved by the Commission. SBC Illinois will not unnecessarily delay filing of the Interconnection Agreement or amendment once both CLEC and SBC Illinois have signed.
- ~~5.5.~~ **5.5.** SBC Illinois will be liable for the payment of Tier 2 assessments upon formal approval of this plan by the Commission in either a generic proceeding or by approving an Interconnection Agreement amendment referencing this plan. Tier 2 assessments will be paid on the aggregate performance for all CLECs that are operating in Illinois as



specified in Section 9.0. To the extent that there are one or more other Commission-approved remedy plan(s) in effect that also require SBC Illinois to make Tier 2 assessments to the State (as opposed to, or in addition to, Tier 1 payments to a CLEC or CLECs), SBC Illinois will be liable for a single Tier 2 assessment for the applicable time period, which payment to the State shall be equal to either the Tier 2 assessment under such other plan(s) or the Tier 2 assessments payable under this plan, whichever is greater.

- 5.6. In order to receive payment by check CLEC must complete the CLEC Identification and Liquidated Damages Information Form located on the CLEC OnLine website (<https://clec.sbc.com/clec>). Otherwise, remedy payment will be made via bill credit.

## 6.0 Procedural Safeguards and Exclusions

- 6.1. SBC Ameritech Illinois agrees that the ~~payment made, as~~ application of the assessments and damages provided for herein, is not intended to foreclose other non-contractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms ~~regarding payment~~ into an interconnection agreement and tariff, Ameritech SBC Illinois and CLEC agree that proof of damages from any “noncompliant” performance measure would be difficult to ascertain and, therefore, ~~the payments made pursuant to the Plan~~ liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SBC Ameritech Illinois and CLEC further agree that ~~payments made to the CLEC~~ liquidated damages payable under this provision are not intended to be a penalty.
- 6.2. SBC Ameritech’s Illinois’ agreement to implement these enforcement terms, and specifically its agreement to ~~make payments pursuant to the Plan to CLEC or to the state of Illinois,~~ pay any “liquidated damages” or “assessments” hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC Ameritech Illinois and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) Ameritech SBC Illinois’s payment of Tier-1 ~~payments~~ 1 “liquidated damages” or Tier- 2 ~~payments~~ “assessments” as evidence that Ameritech SBC Illinois has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SBC Ameritech Illinois’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this ~~Plan~~ performance remedy plan agrees that Ameritech SBC Illinois’s performance with respect to this ~~Plan~~ remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment ~~made by Ameritech SBC Illinois~~ under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where Ameritech SBC Illinois seeks to offset the payment against any other damages a CLEC might recover; ~~whether. Whether~~ or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Ameritech SBC Illinois has met or continues to meet the requirements of ~~Section 271-~~ section 271 of the Act.

6.3. SBC Illinois shall not be liable for Tier 2 “assessments” under this remedy plan to the extent they are duplicative of any other assessments or sanctions under the Commission’s service quality rules relating to the same performance. This section does not limit the Commission’s ability to assess remedies, penalties or fines regarding such performance consistent with their lawful authority.

6.4. ~~6.3~~—Every six months, CLEC may participate with AmeritechSBC Illinois, other CLECs, and Commission representatives to review the performance measures to determine (a) whether measurements should be added, deleted, or modified; (b) whether the applicable benchmark standards should be modified or replaced by parity standards, or vice versa; and (c) whether to move a classification of a measure, either Tier 1, Tier 2 or both, from Remedied to High, Medium, Low, Diagnostic, Tier 1 or Tier 2. The criteria for reclassification of a measure shall be whether the actual volume of data points was lesser or greater than anticipated, whether the service is nascent or any other evidence establishing that the performance measure at issue is significantly inaccurate or changed from that reflected in the current Remedy Plan, vice versa. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure, to capture intended performance, and whether there is duplication of another measurement. Performance measures for 911 may be examined at any six-month review to determine whether they should be reclassified. Any changes to existing performance measures and this Planremedy plan shall be by mutual agreement of the parties and approval of the Commission. Should disputes occur regarding changes, if necessary, with respect to new measuresadditions and their appropriate classification/or deletions to the performance measurements, by arbitrationthe dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process or expiration of the interconnection agreement.

6.5. ~~6.4~~—CLEC and Ameritech shallSBC Illinois will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this document. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC’s request for consultation, then SBC Illinois will allow CLEC to have an independent audit conducted, at CLEC’s expense, of SBC Illinois’ performance measurement data collection, computing, and reporting processes. In the event the subsequent audit affirms the problem identified by the CLEC, or if any new problem is identified, SBC Illinois shall reimburse the CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per four calendar months under this section, and may not request an audit of the same performance measurement more than once in a twelve calendar month period. This section does not modify CLEC’s audit rights under other provisions of this Agreement or any applicable Commission Order. SBC Illinois agrees to inform all CLECs via Accessible Letter of any problem identified during an audit initiated by any CLEC.

#### **6.4.1—Annual Audit**

~~Ameritech will participate in a comprehensive annual audit of its reporting procedures and reportable data. Ameritech will include all systems, processes and procedures associated with the production and reporting of performance measurement results. A third-party auditor~~

~~will perform this audit. Ameritech and the CLECs will jointly select the third-party auditor. If the parties cannot agree on the auditor, the auditors selected by each party will jointly determine the auditor. Costs for these annual audits will be fully borne by Ameritech.~~

~~The comprehensive Annual Audits will be conducted every twelve (12) months, with the first such audit commencing twelve (12) months after the conclusion of the KPMG LSS Test's metric replication. Upon completion, Ameritech shall submit its annual comprehensive audit to the Commission and the CLECS participating in this Remedy Plan.~~

#### 6.4.2 Mini-Audits

~~In addition to an annual audit, CLEC may request mini-audits of individual performance measures/submeasures during the year. When a CLEC has reason to believe the data collected for a measure are flawed or the reporting criteria for the measure are not being adhered to, it can request that a mini-audit be performed on the specific measure/submeasure upon written request, which will include the designation of a CLEC representative to engage in discussions with Ameritech about the requested mini-audit. If, thirty (30) days after the CLEC's written request, the CLEC believes that the issue has not been resolved to its satisfaction, the CLEC can commence the mini-audit, after providing Ameritech with written notice five (5) days in advance. Each CLEC is limited to auditing three (3) single measures/submeasures during the audit year. The audit year shall commence with the start of the KPMG OSS test. **Mini-audits may not be performed, conducted or requested while the OSS third-party test, or an Annual Audit is being conducted.**~~

~~Mini-audits will be of all systems, processes and procedures associated with the production and reporting of performance measurement results for the audited measure/submeasure. Mini-audits will include two (2) months of data, and all parties agree that raw data supporting the performance measurement results will be made available, on a monthly basis, to the CLECs.~~

~~A third-party auditor, selected by the same method as described above, will conduct the mini-audits. The responsibility for paying the costs of such audits shall be wholly dependent on the result of the audit. A CLEC initiating a mini-audit that finds no culpability or misfeasance on Ameritech's part shall be fully responsible for bearing the cost of the mini-audit. In those instances where a CLEC requests a mini-audit which results in a finding that Ameritech has materially misreported or misrepresented data, or, Ameritech is found to have non-compliant procedures, Ameritech should bear responsibility for full payment of the costs of the mini-audit. Ameritech is deemed to be materially at fault when a reported successful measure changes as a consequence of the audit to a missed measure, or, when there is an increase in the ranking of the measure as a result of the audit, i.e., from low to medium or from medium to high, as a result of a material misreport or misrepresentation. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the cost of the third-party auditor.~~

~~Each mini-audit shall be submitted to the CLEC involved and to the Commission as a proprietary document. Ameritech will notify all CLECs of any mini-audit requests, on a monthly basis, within forty five (45) days of the date of a mini-audit request.~~

~~All written notices pursuant to this provision include e-mail.~~

- 6.6. SBC Illinois agrees to periodic, regional (five-state) audit of the performance measurement data collection, retention, transformation, result and remedy calculation, and result publication processes and systems. The first regional audit shall commence the later of eighteen months after this plan becomes effective or eighteen months after completion of the performance measurement audit of the OSS Third Party Test conducted by KPMG under Docket No. 98-0555. Subsequent to that initial audit, additional periodic audits will be scheduled as deemed necessary by the Commission. CLECs and the Commission will have input into the design and schedule of the audit. An independent, third party auditor chosen by SBC Illinois and approved by the Commission will conduct these audits at SBC Illinois' expense.



## 7.0 Exclusions Limited

- 7.1. ~~—— Ameritech shall not be obligated to pay for noncompliance~~SBC Illinois will not be excused from payment of liquidated damages or assessments on specific grounds (e.g. Force Majeure, third party systems or equipment problems), unless SBC Illinois prevails in a waiver of liability filed with a performance measurementthe Commission seeking expedited resolution. SBC Illinois bears the burden of proof and must pay the remedies in advance of the expedited hearing, subject to refund, including interest, if, but only to the extent that, such noncompliance could not have been avoided by Ameritech in the exercise of due diligence it prevails. Ameritech shallSBC Illinois will not be excused from payment of liquidated damages or assessments on any other grounds, except as addressed in Section 7.2 or by application of the procedural threshold provided for below. Any dispute regarding whether Ameritech's performance failureNeither party will be required to pay attorneys fees to the prevailing party. If an event which is excused under this paragraph shall be resolved with the Commissionsubject through of a dispute resolution proceeding under the Commission's Procedural Rules, or, if the parties consent, through commercial arbitration with the Ameritech Arbitration Association. Ameritech shall have the burden of proof in any such proceeding to demonstrate that its noncompliance with the performance measurement should be excused because it could not have been avoided by Ameritech in the exercise of reasonable diligence. Section 7.1waiver of liability only suspends AmeritechSBC Illinois's ability to timely perform an activity subject to performance measurement, the applicable time frame in which AmeritechSBC Illinois's compliance with the parity or benchmark criterion is measured shallwill be extended on an hour- for- hour or day- for- day basis, as applicable, equal to the duration of the excusing event.—Upon commencement of the dispute resolution proceeding set forth above, Ameritech shall place the payments and/or Assessments in dispute in an interest-bearing escrow, to be held by a neutral third party. The outcome of the dispute resolution shall determine which party to that proceeding is entitled to the funds held in escrow, and the interest on those funds.
- 7.2. In addition to the provisions set forth herein, SBC Illinois shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure to the extent that such noncompliance was the result of an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC Illinois or under the Act or Illinois law or tariff. An example of a potential act or omission could include, inter alia, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday.
- 7.3. In any event where SBC Illinois believes there has been an act or omission by a CLEC that is contrary to any of the CLEC's obligations under its interconnection agreement with SBC Illinois or under the Act or Illinois law or tariff and that has caused noncompliance with a performance measurement, and a dispute occurs, SBC Illinois shall pay one-half of the Tier 1 remedies to the CLEC while disputes are referred to the Commission for resolution, subject to refund, including interest, if SBC Illinois prevails. If SBC Illinois does not prevail, the remaining one-half of the Tier 1 remedies will be paid, with interest, within 30 days of a final, non-appealable resolution by the

Commission. SBC Illinois shall pay Tier 2 remedies to the State Fund designated by the Commission after the disputes are resolved. SBC Illinois will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement is due to such acts or omissions by a CLEC.

7.4. 7.3—AmeritechSBC Illinois and CLEC agree that ~~there is an~~ procedural annual threshold will apply to the aggregate ~~annual cap~~total of 36% of Ameritech's net income, which serves as a threshold for certainany Tier 1 liquidated damages (including any such damages paid pursuant to this Agreement or to any other events, and does not act as a ceiling on anyIllinois interconnection agreement with a CLEC) and Tier 2 assessments or voluntary payments made by AmeritechSBC Illinois pursuant to any Illinois interconnection agreement or tariff with a performance remedy plan for the calendar year. The annual ~~cap~~threshold amounts will be determined by theSBC Illinois—Commerce Commission, pursuant to an annually commenced docket, based on the formula of 36% of Ameritech's net returnNet Return as is set forth at ¶ 436 and footnote 1332 of the FCC's December 22, 1999 Memorandum Opinion and Order in CC Docket No. 99-295. The annual ~~cap~~threshold shall be recalculated on the first business day of the calendar year ~~that~~when updated ARMIS data is made publicly available. For purposes of applying the ~~cap~~threshold, the calendar year shall apply. Once the annual threshold is established, a maximum monthly threshold will be determined by dividing the amount of the annual threshold by twelve. CLEC further acknowledges that a maximum monthly threshold of one-twelfth of the annual threshold for Tier 1 liquidated damages and Tier 2 assessments will apply to all performance payments made by SBC Illinois under all SBC Illinois interconnection agreements and tariff. To the extent in any given month the monthly threshold is not reached, the subsequent month's total threshold will be increased by an amount equal to the unpaid portion of the previous month's threshold. At the end of the year, if the aggregate total of Tier 1 liquidated damages and Tier 2 assessments under all SBC Illinois interconnection agreements and Performance Measurements and Remedy Plan tariff equals or exceeds the annual threshold, but SBC Illinois has paid less than that amount due to the monthly threshold, SBC Illinois shall be required to pay an amount equal to the difference between the annual threshold and the amount paid. In such event, Tier 1 liquidated damages shall be paid first on a pro rata basis to CLECs, and any remainder within the annual threshold shall be paid as a Tier 2 assessment. In the event the total calculated amount of damages and assessments for the year is less than the annual threshold, SBC Illinois shall be obligated to pay ONLY the actual calculated amount of damages and assessments.

~~Once the annual cap is established, an aggregate monthly cap will be determined by dividing the amount of the annual cap by six. A monthly cap of \$60.24 million (\$361.45 million ÷ 6) for Tier 1 payments, serves as a threshold for certain other events, and does not act as a ceiling on the aggregate monthly payments made by Ameritech.~~

~~7.3.1—Whenever Ameritech makes Tier 1 payments to an individual CLEC in a given month exceeding \$3.76 million, or the aggregate Tier 1 payments to all CLECs in a given month exceeds the monthly cap, Ameritech may commence a show cause proceeding as provided for below. Upon timely commencement of the show cause proceeding, Ameritech must pay~~



~~the balance of monies owed in excess of the threshold amount into an interest-bearing escrow, to be held by a neutral third-party, pending the outcome of the show cause proceeding. To invoke these escrow provisions, Ameritech must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the procedural threshold. Ameritech's petition shall be in the nature of an expedited dispute resolution under this paragraph pursuant to Illinois Commerce Commission Procedural Rules. Ameritech will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to make payment in excess of the applicable threshold amount.~~

7.5. ~~If Ameritech~~Whenever SBC Illinois Tier 1 payments to an individual CLEC in a given month exceed 12.5% of the monthly threshold amount, or the Tier 1 payments to all CLECs in a given month exceed the monthly threshold, then SBC Illinois may request a hearing before the Commission. Upon timely commencement of this proceeding, SBC Illinois must pay one-half of the damages owed to the individual CLEC (subject to refund, including interest, if it prevails), and the balance of damages owed into escrow to be held by a third party pending the outcome of the hearing. To invoke these escrow provisions, SBC Illinois must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the threshold amount. SBC Illinois' application will be processed in an expedited manner under the process set forth in the Procedural Rules. SBC Illinois will have the burden of proof to demonstrate why, under the circumstances, it should not be required to pay liquidated damages in excess of the applicable threshold amount. If SBC Illinois reports non-compliant performance to ~~at the~~ CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but ~~Ameritech~~SBC Illinois has incurred no more than \$1.25 million4.2% of the monthly threshold amount in ~~payments~~liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to ~~Illinois Commerce~~the Commission's Procedural Rules to request that SBC Illinois should have to pay an amount of damages in excess of the amount calculated under these enforcement terms. In any such proceeding, the CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires Ameritech SBC Illinois should have to ~~make payments~~pay any amount of damages in excess of the amount calculated under these enforcement terms.

7.6. SBC Illinois' Tier 1 remedy liability to any individual CLEC in any month will not exceed (will be capped at) the total billed revenue due SBC Illinois for services provided to the CLEC in the same month for which the remedy liability was incurred.

7.7. ~~7.3.2Ameritech should~~SBC Illinois will post on its Internet website the aggregate payments of any Tier 1 ~~payments~~liquidated damages or Tier 2 Assessmentsassessments paid during the current calendar year.

7.8. ~~7.4—~~With respect to any interconnection agreement, ~~Ameritech and~~SBC Illinois or any CLEC may request ~~two~~an expedited dispute resolution ~~proceedings pursuant to the two preceding paragraphs~~proceeding before the Commission or, if the parties agree, through commercial arbitration with the American Arbitration Association



~~(AAA); during the term of the contract without having to pay attorneys' fees to the winning company. For the third proceeding and thereafter, the requesting party must pay attorneys' fees, as determined by the Commission or AAA, if that party loses. pursuant to sections 7.4 and 7.5 above.~~

~~7.5 In the event the aggregate total of Tier 1 payments and Tier 2 Assessments under all Ameritech interconnection agreements reaches the annual cap within a given year and Ameritech continues to deliver non-compliant performance during the same year to any CLEC or all CLECs, the Commission may recommend to the FCC that Ameritech should cease offering in-region inter-LATA services to new customers.~~

~~7.6 In the event that the aggregate total of Tier 1 payments and Tier 2 Assessments reaches the annual procedural threshold within the first nine months of a given year, the Commission shall commence an expedited investigation to determine, among other things, whether further payment/Assessment is/are warranted; whether the payment and/or Assessment amounts should be higher under the particular circumstances; why Ameritech's performance was substandard, or other issues.~~

~~7.7 Whenever Commission proceedings are initiated by any party, or by the Commission, any payments or Assessments that become due and owing, including penalties that are the subject of the Commission proceedings, shall be deposited by Ameritech into an interest-bearing escrow, to be held by neutral third parties, during the pendency of the Commission proceedings. In addition to the issues that are the subject of the Commission proceedings, if appropriate, the Commission shall determine whether the CLEC(s) and the State are entitled to the funds held in escrow, and, what parties should receive the interest. Except as is determined by the Commission in the preceding sentence, all parties are to bear their own litigation costs and expenses.~~

## 8.0 Tier 1 Damages Payable to CLECs:

8.1. ~~Tier 1 payments~~ 1 liquidated damages apply to measures designated in Appendix 42 as ~~High, Medium, or Low~~ Remedied when ~~Ameritech~~ SBC Illinois delivers "non-compliant" performance as defined in Section 3 above.

8.2. ~~8.1 Liquidated~~ Payments ~~damages~~ in the amount specified in ~~the table~~ TABLE 1: Per Occurrence Liquidated Damage Amount Index Table below apply to all "non-compliant" sub-measures subject to remedies. ~~Payments are calculated~~ Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the ~~designation of the measures as High, Medium, or Low in Appendix 1 and the~~ number of consecutive months for which ~~Ameritech~~ SBC Illinois has reported noncompliance for the sub-measure and on the overall percentage of sub-measures subject to remedies for which SBC Illinois met or exceeded the performance standard. For those measures listed ~~on~~ in Appendix 3 as "Measurements that are subject to per occurrence damages or assessments with That Are Subject to Per Occurrence Damages or Assessments With a capCap," the amount of ~~payments~~ liquidated damages in a single month for a disaggregation category shall not exceed the amount listed in ~~the table below for the~~ "TABLE 2: Per measurement" category Measure/Cap Liquidated Damage Amount Index Table. For those measures

listed ~~on~~in Appendix 3 as “Measurements ~~that are subject~~That Are Subject to ~~per measure~~Per Measure Damages or Assessments,” liquidated damages ~~or assessment,~~payments are calculatedwill apply on a per disaggregation category basis, at the amounts set forth in the ~~table~~TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table below. The methodology for determining the number of occurrences is addressed in “Methods of Calculating ~~the Payment—Liquidated Damages~~and Assessment Amounts,” below.

### **PAYMENT TABLE FOR TIER-1 MEASURES**

Per occurrence						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	\$300	\$500	\$1000	\$1200	\$1400	\$1600
Medium	\$150	\$300	\$600	\$800	\$1000	\$1200
Low	\$50	\$100	\$200	\$400	\$600	\$800

Per Measure/Cap*						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	\$50,000	\$100,000	\$150,000	\$200,000	\$250,000	\$300,000
Medium	\$20,000	\$40,000	\$60,000	\$80,000	\$100,000	\$120,000
Low	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000	\$60,000

### **ASSESSMENT TABLE FOR TIER-2 MEASURES**

Per occurrence	
Measurement Group	
High	\$1000
Medium	\$600
Low	\$400

Per Measure/Cap*	
Measurement Group	
High	\$150,000
Medium	\$60,000
Low	\$40,000

- 8.3. TABLE 1 and TABLE 2 utilize an Index Value (“IV”) that establishes the single level of liquidated damages assessment amount to be paid to all CLECs participating in the Plan in the case of a failure to meet or exceed a performance standard. This Index Value is uniquely established for each month’s results based on the overall performance SBC Illinois provided to the CLECs as a whole on remedied sub-measures. The IV is calculated by (1) determining the number of reported sub-measure results subject to remedies for which performance met or exceeded the standard of comparison; (2) determining the total number of reported sub-measures subject to remedies; and (3)

dividing (1) by (2) and multiplying by 100. The number of sub-measures is intended to reflect all CLEC activity within the state that is subject to remedy as defined in the performance measurement user guide. More specifically, a sub-measure is defined as a fully disaggregated (e.g. by product, by geography, by CLEC) performance measurement result. For determining the IV, the denominator is the total number of sub-measures reported, across all CLECs with activity, that are subject to liquidated damages remedy payments payable to CLECs or assessments payable to the State are included. This formula is provided below.

~~\* For per occurrence with cap measures, the occurrence value is taken from the per occurrence table, subject to the per measure with cap amount.~~

## **9.0 Tier-2 Assessments to the State:**

Where

$$\text{RSM}_{\text{passed}} = \frac{\text{Total number of Remedied Sub-Measure results where performance met or exceeded the standard of comparison}}{\text{Total count of Remedied Sub-Measure results}}$$

$$\text{RSM}_{\text{total}} = \text{Total count of Remedied Sub-Measure results}$$

8.4. Upon completion of each twelve-month period of performance reporting under this plan beginning October 2002, performance for the previous twelve months in total shall be calculated in the same fashion as defined in Section 8.3. Should the IV result calculated for that entire twelve-month period, by averaging the individual month's IV values, not meet or exceed 92%, the liquidated damages remedy amounts applicable in Tables 1 and 2 will step back to the previous level for the next twelve months, unless the level of payments is already at the highest payment schedule whereby it would remain at that level for the next twelve months.

8.5. For measures identified in Attachment A and defined in Appendix 1 as subject to a Tier 1 remedy, liquidated damages apply as indicated in Section 8.2 whenever the following occurs:

- Performance is below the ceiling performance level and equal to or above the floor performance level and not in parity; or
- Performance is below the floor performance level, whether or not in parity.

Performance above the ceiling performance standard is deemed to have met the performance standard regardless of the result of a parity comparison.

When performance for the CLEC is below the floor, liquidated damages will be calculated against the better of the floor level of performance or the parity comparison performance.

Should the Commission order the implementation of retail performance standards applicable to all carriers providing retail local exchange services, or order changes to existing retail performance standards applicable to all carriers providing retail local exchange service, the parties will negotiate whether or not to create new, or modify existing, floor and ceiling performance standards.

8.6. Following at least two consecutive months of non-compliance for a given sub-measure, liquidated damages will be subject to a "proof of compliance" period for that individual

metric. This process will require SBC Illinois to return to compliance for a specified number of months, based on the number of consecutive months non-compliant performance, before the liquidated damages amount is reduced to the lowest, or single month of non-compliance, level. For example, if SBC Illinois was out of compliance for four consecutive months for a given performance measurement reported for a specific CLEC, SBC Illinois will have to provide this CLEC three consecutive months of compliant performance for this same submeasure before it can begin paying the “Month 1” liquidated damage amount.

- 8.7. During this “proof of compliance” period, SBC Illinois will make liquidated damages payments *only* for those months during which the performance result for a specific sub-measure is determined to be “non-compliant” for a CLEC. This remedy payment amount will return to the lowest level of payment when SBC Illinois provides “compliant” performance for the number of consecutive months identified in TABLE 4: “Step-Down” Table Of Liquidated Damages For Tier 1 Measures where the payment amount is “Month One Amount”. Until the performance result has met or exceeded the standard of comparison for three consecutive months, liquidated damages amounts will be determined using the number of months defined in Table 4.
- 8.8. SBC Illinois is obligated to correctly and completely report performance results for CLEC and the aggregate of all CLECs. On occasion, it may be necessary for SBC Illinois to restate previously published performance results to comply with this obligation where the originally published results were materially different from actual performance. SBC Illinois will provide notice, via the CLEC OnLine web site, to CLEC and the Commission of each restatement, indicating the performance measurements restated, which months’ performance the measurements were restated for, and why the restatement was necessary.
- 8.9. In the event that performance measurement results need to be restated, SBC Illinois will restate those results as soon as possible for a period not to exceed the three months prior to the month for which results have most recently been reported at time of the restatement. In a case where restatement is required to address an audit finding, the restatement will be applied for the period of time necessary to resolve the finding.
- 8.10. If it is determined through restatement of performance results or other means that SBC Illinois underpaid liquidated damages due a CLEC, or assessments due the State, SBC Illinois will make additional payment/bill credit to the CLEC and/or payments to the State to the extent that it underpaid. All underpayments will be credited with interest. Beginning October 1, 2003, in the event that determination is made through restatement of performance results or other means that SBC Illinois overpaid, current and/or future monthly liquidated damages remedy payments/bill credits to CLEC and/or assessments to the State will be offset by the amount of overage.
- 8.11. SBC Illinois shall be able to apply any liquidated damages remedy payments due toward those charges that the CLEC owes SBC Illinois for services rendered (or facilities provided) so long as such charges are undisputed and are past due for not less than 90 days.
- 8.12. If performance for any sub-measure fails to meet the standard of performance (parity or benchmark) defined in Appendix One for three consecutive months, SBC Illinois will, at request of the CLEC, initiate a “gap closure” effort. For a measure to which a floor

applies, “gap closure” can be initiated when performance is below the floor for two consecutive months. The “gap closure” effort will (1) identify the root cause for the failure to meet the performance standard, and (2) develop an action plan to improve performance to a level where it is meeting the standard of performance. Documentation of the root cause and the action plan to address it will be provided to the CLEC requesting “gap closure” within 30 days of CLEC request. If requesting CLEC assesses the action plan as inadequate, the issue will be escalated to senior management responsible for the CLEC account and the operational area(s) impacted. A response will be provided to CLEC senior management within 10 business days of receipt of the escalation from the CLEC.

<b>TABLE 1: Per Occurrence Liquidated Damage Amount Index Table</b>						
<u>Index Value ("IV")</u>	<u>Consecutive Months Missed</u>					
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six or More</u>
<b>Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan</b>						
<u>IV &gt;= 92.0%</u>	<u>\$35</u>	<u>\$50</u>	<u>\$100</u>	<u>\$200</u>	<u>\$300</u>	<u>\$400</u>
<u>86.0% &lt;= IV &lt; 92.0%</u>	<u>\$50</u>	<u>\$70</u>	<u>\$125</u>	<u>\$250</u>	<u>\$350</u>	<u>\$450</u>
<u>80.0% &lt;= IV &lt; 86.0%</u>	<u>\$75</u>	<u>\$90</u>	<u>\$150</u>	<u>\$300</u>	<u>\$400</u>	<u>\$500</u>
<u>74.0% &lt;= IV &lt; 80.0%</u>	<u>\$100</u>	<u>\$125</u>	<u>\$250</u>	<u>\$500</u>	<u>\$600</u>	<u>\$700</u>
<u>IV &lt; 74%</u>	<u>\$150</u>	<u>\$175</u>	<u>\$350</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<b>Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan</b>						
<u>IV &gt;= 92.0%</u>	<u>\$30</u>	<u>\$55</u>	<u>\$100</u>	<u>\$200</u>	<u>\$300</u>	<u>\$400</u>
<u>86.0% &lt;= IV &lt; 92.0%</u>	<u>\$40</u>	<u>\$65</u>	<u>\$125</u>	<u>\$250</u>	<u>\$350</u>	<u>\$450</u>
<u>80.0% &lt;= IV &lt; 86.0%</u>	<u>\$50</u>	<u>\$80</u>	<u>\$150</u>	<u>\$300</u>	<u>\$400</u>	<u>\$500</u>
<u>74.0% &lt;= IV &lt; 80.0%</u>	<u>\$100</u>	<u>\$125</u>	<u>\$250</u>	<u>\$500</u>	<u>\$600</u>	<u>\$700</u>
<u>IV &lt; 74%</u>	<u>\$150</u>	<u>\$175</u>	<u>\$350</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>
<b>Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan</b>						
<u>IV &gt;= 92.0%</u>	<u>\$25</u>	<u>\$50</u>	<u>\$100</u>	<u>\$200</u>	<u>\$300</u>	<u>\$400</u>
<u>86.0% &lt;= IV &lt; 92.0%</u>	<u>\$35</u>	<u>\$60</u>	<u>\$125</u>	<u>\$250</u>	<u>\$350</u>	<u>\$450</u>
<u>80.0% &lt;= IV &lt; 86.0%</u>	<u>\$50</u>	<u>\$75</u>	<u>\$150</u>	<u>\$300</u>	<u>\$400</u>	<u>\$500</u>
<u>74.0% &lt;= IV &lt; 80.0%</u>	<u>\$100</u>	<u>\$125</u>	<u>\$250</u>	<u>\$500</u>	<u>\$600</u>	<u>\$700</u>
<u>IV &lt; 74%</u>	<u>\$150</u>	<u>\$175</u>	<u>\$350</u>	<u>\$700</u>	<u>\$800</u>	<u>\$900</u>

<b>TABLE 2: Per Measure/Cap Liquidated Damage Amount Index Table</b>						
<u>Index Value ("IV")</u>	<u>Consecutive Months Missed</u>					
	<u>One</u>	<u>Two</u>	<u>Three</u>	<u>Four</u>	<u>Five</u>	<u>Six or More</u>
<b>Effective Beginning With The First Month's Results Reported Under This Plan Through The Twelfth Month's Results Reported Under This Plan</b>						
<u>IV &gt;= 92.0%</u>	<u>\$9,000</u>	<u>\$15,000</u>	<u>\$15,000</u>	<u>\$20,000</u>	<u>\$25,000</u>	<u>\$30,000</u>
<u>86.0% &lt;= IV &lt; 92.0%</u>	<u>\$12,500</u>	<u>\$20,000</u>	<u>\$22,500</u>	<u>\$30,000</u>	<u>\$37,500</u>	<u>\$45,000</u>
<u>80.0% &lt;= IV &lt; 86.0%</u>	<u>\$15,000</u>	<u>\$25,000</u>	<u>\$30,000</u>	<u>\$40,000</u>	<u>\$50,000</u>	<u>\$60,000</u>
<u>74.0% &lt;= IV &lt; 80.0%</u>	<u>\$20,000</u>	<u>\$30,000</u>	<u>\$45,000</u>	<u>\$60,000</u>	<u>\$75,000</u>	<u>\$90,000</u>
<u>IV &lt; 74%</u>	<u>\$25,000</u>	<u>\$50,000</u>	<u>\$75,000</u>	<u>\$100,000</u>	<u>\$125,000</u>	<u>\$150,000</u>

<b><u>Effective Beginning With The Thirteenth Month's Results Reported Under This Plan Through The Twenty-Fourth Month's Results Reported Under This Plan</u></b>						
<u>IV &gt;= 92.0%</u>	<u>\$7,500</u>	<u>\$12,500</u>	<u>\$15,000</u>	<u>\$20,000</u>	<u>\$25,000</u>	<u>\$30,000</u>
<u>86.0% &lt;= IV &lt; 92.0%</u>	<u>\$10,000</u>	<u>\$17,500</u>	<u>\$22,500</u>	<u>\$30,000</u>	<u>\$37,500</u>	<u>\$45,000</u>
<u>80.0% &lt;= IV &lt; 86.0%</u>	<u>\$15,000</u>	<u>\$20,000</u>	<u>\$30,000</u>	<u>\$40,000</u>	<u>\$50,000</u>	<u>\$60,000</u>
<u>74.0% &lt;= IV &lt; 80.0%</u>	<u>\$20,000</u>	<u>\$30,000</u>	<u>\$45,000</u>	<u>\$60,000</u>	<u>\$75,000</u>	<u>\$90,000</u>
<u>IV &lt; 74%</u>	<u>\$25,000</u>	<u>\$50,000</u>	<u>\$75,000</u>	<u>\$100,000</u>	<u>\$125,000</u>	<u>\$150,000</u>
<b><u>Effective Beginning With The Twenty-Fifth Month's Results Reported Under This Plan</u></b>						
<u>IV &gt;= 92.0%</u>	<u>\$5,000</u>	<u>\$10,000</u>	<u>\$15,000</u>	<u>\$20,000</u>	<u>\$25,000</u>	<u>\$30,000</u>
<u>86.0% &lt;= IV &lt; 92.0%</u>	<u>\$7,500</u>	<u>\$15,000</u>	<u>\$22,500</u>	<u>\$30,000</u>	<u>\$37,500</u>	<u>\$45,000</u>
<u>80.0% &lt;= IV &lt; 86.0%</u>	<u>\$10,000</u>	<u>\$20,000</u>	<u>\$30,000</u>	<u>\$40,000</u>	<u>\$50,000</u>	<u>\$60,000</u>
<u>74.0% &lt;= IV &lt; 80.0%</u>	<u>\$15,000</u>	<u>\$30,000</u>	<u>\$45,000</u>	<u>\$60,000</u>	<u>\$75,000</u>	<u>\$90,000</u>
<u>IV &lt; 74%</u>	<u>\$25,000</u>	<u>\$50,000</u>	<u>\$75,000</u>	<u>\$100,000</u>	<u>\$125,000</u>	<u>\$150,000</u>

<b><u>TABLE 3: Assessment Amounts For Tier 2 Measures</u></b>	
<u>Per Occurrence</u>	<u>\$200</u>
<u>Per Measure / Cap*</u>	<u>\$20,000</u>

<b><u>TABLE 4: “Step-Down” Table Of Liquidated Damages For Tier 1 Measures</u></b>				
	<b><u>Consecutive Months Non-Compliant Performance Prior to First Month of Compliant Performance</u></b>			
<b><u>Consecutive Months Compliant Performance Before Subsequent Non-Compliant Month</u></b>	<b><u>Three Months</u></b>	<b><u>Four Months</u></b>	<b><u>Five Months</u></b>	<b><u>Six Months or More</u></b>
<b><u>Per Occurrence and Per Measure/Cap</u></b>				
<u>One Month</u>	<u>Month Two Amount</u>	<u>Month Three Amount</u>	<u>Month Four Amount</u>	<u>Month Five Amount</u>
<u>Two Months</u>	<u>Month One Amount</u>	<u>Month Two Amount</u>	<u>Month Two Amount</u>	<u>Month Three Amount</u>
<u>Three Months or More</u>	<u>Month One Amount</u>	<u>Month One Amount</u>	<u>Month One Amount</u>	<u>Month One Amount</u>

### 8.13. Example Application of “Step-Down” Table

Assume a measurement result is deemed non-compliant for four consecutive months. Performance is then deemed compliant with the measurement standard in the fifth month. Further assume that in the sixth month performance is again deemed non-compliant, resulting in four consecutive months missed, followed by one month (month five) met and the next month (month six) missed. Using Table 4 above, remedies for performance in month six would be at the level of three consecutive months missed. This can be confirmed by looking at the column for “Consecutive Months Non-Compliant Performance Prior to First Month of Complaint Performance”, or the “Four

Months” column in this example, then looking at the row for “Consecutive Months Complaint Performance Before Subsequent Non-Compliant Month”, or the “One Month” row in this example. The intersecting cell indicates that remedies would be paid at the “Month Three Amount”, or the level corresponding to three consecutive months misses for the measure from Table 1 or Table 2 (as applicable to the specific measure).

## 9.0 Tier 2 Assessments to the State:

9.1. 9.1 ~~Assessments payable to the Illinois State Treasury apply to the Tier 2 measures designated in Appendix 1 as High, Medium, or Low when Ameritech~~ Assessments payable to the State Fund designated by the Commission apply to the Tier 2 measures designated in Appendix 2 as “Remedied” when SBC Illinois and/or its affiliate (whichever is better, provided the affiliate data points equal or exceed 30) performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard. Assessments will be paid when the aggregate of all CLECs has at least 10 observations.

9.2. 9.2 ~~For those measurements where a per- occurrence assessment applies, an Assessment~~ assessment as specified in the TABLE 3: Assessment Table Amounts for Tier 2 Measures shown above for each occurrence is payable into the Illinois State Treasury Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value; for three consecutive months. For those Measurements ~~measurements~~ listed in Appendix 3 as measurements subject to per occurrence with a cap, an Assessment ~~assessment~~ as shown in the TABLE 3: Assessment Table Amounts for Tier 2 Measures shown above for each occurrence with ~~within~~ the applicable cap is payable into the Illinois State Treasury Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value; for three consecutive months. For those Tier- 2 Measurements ~~measurements~~ listed in Appendix 3 as subject to a per measurement assessment, an Assessment ~~assessment~~ amount as shown in the TABLE 3: Assessment Table Amounts for Tier 2 Measures shown above is payable into the Illinois State Treasury Fund designated by the Commission for each sub-measure that exceeds the Critical Z-value; for three consecutive months.

~~9.3 The critical Z value is defined in Sections 3.1 and 4.1 above.~~

## ~~10.0~~ **General Assessments:**

### 10.0 Posting of Results and Provision of Liquidated Damages and Assessment Payments:

10.1. If Ameritech ~~SBC Illinois~~ fails to submit performance reports by the 20th last business day of the month following actual performance, the following assessments payable to the State Fund designated by the Commission apply unless excused for good cause by the Commission:

- If no reports are filed, \$5,000 per day past due;



- If incomplete reports are filed, \$1,000 per day for each ~~missing~~ performance ~~result~~ measurement listed in the User Guide for which results are not posted, but not to exceed \$5,000 per day past due.

10.2. If ~~Ameritech~~SBC Illinois alters previously reported data ~~to~~for a CLEC, and after discussions with ~~Ameritech~~SBC Illinois the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled “Exclusions Limited.”

10.3. When ~~Ameritech’s~~SBC Illinois’ performance creates an obligation to ~~make a payment~~pay liquidated damages to a CLEC or ~~pay an Assessment~~assessment to the State under the terms set forth herein, ~~Ameritech~~SBC Illinois shall make payment by check, bill credit or other direct payment method in the required amount on or before the 30<sup>th</sup> last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if ~~Ameritech~~SBC Illinois’s performance through March is such that ~~Ameritech~~SBC Illinois owes ~~a CLEC~~liquidated damages to CLECs for March performance, or ~~Assessments~~assessments to the State for January – March performance, then those payments will be due the last business day of May 20, thirty, the last business day of the month following the month (30) days after the April 20 due date for reporting March data) in which results were posted). (In order to receive payment by check CLEC must complete the CLEC identification and liquidated damages Information Form located on the CLEC website.) For each day after the due date that ~~Ameritech~~SBC Illinois fails to pay the required amount, ~~Ameritech~~SBC Illinois will pay interest to the CLEC at the maximum rate permitted by law for a past due ~~amount~~liquidated damages obligation and will pay an additional \$3,000 per day to the ~~Illinois State Treasury~~Fund designated by the Commission for a past due ~~Assessment~~assessment.

10.4. ~~SBC Ameritech~~Illinois may not withhold ~~payments~~payment of liquidated damages to a CLEC unless ~~Ameritech~~SBC Illinois has commenced ~~dispute resolution proceedings~~a Commission arbitration proceeding on or before the payment due date, ~~pursuant to one~~asserting that noncompliance was the result of ~~the provisions~~an act or omission by a CLEC as more fully described in Section ~~7 of this Document~~.7.2 and 7.3.

10.5. CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes performance results for individual CLEC dataCLECs, the aggregate ~~CLEC data~~of all CLECs, and ~~Ameritech’s or its affiliate’s data~~SBC Illinois.

10.6. The thresholds more fully described in Section 7.4. do not apply to assessments under Section 10 of this document.

## 11.0 Methods of Calculating ~~the~~Liquidated ~~Damage~~Damages and Assessment Amounts

The following methods apply in calculating per occurrence ~~payments~~liquidated damage and ~~Assessments~~assessments:

## 11.1. Calculating Tier-1 Payments 1 Liquidated Damages

### 11.1.1. Measures for Which the Reporting Dimensions are Averages or Means

- Step 1: Calculate the average or the mean for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. ~~(For benchmark~~ There are no Critical Z-values calculated for Benchmark measures, the calculated average or mean equals the benchmark standard. Substitute this value for the value calculated in the previous sentences.)
- Step 2: Calculate the percentage difference between the actual average and the calculated average. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the percentage difference between the actual average and the benchmark. This percentage is capped at 100%.
- Step 3: ~~Multiple~~ Multiply the total number of data points by the percentage calculated in the previous step and round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Tier 1 Payment Liquidated Damages Table for Tier 1 Measures to determine the applicable ~~payment~~ liquidated amount ~~damages~~ for the given month for that sub-measure.

### 11.1.2. Measures for Which the Reporting Dimensions are Percentages

- Step 1: Calculate the percentage for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. ~~(For benchmark~~ There are no Critical Z-values calculated for Benchmark measures, the calculated percentage equals the benchmark standard. Substitute this value for the value calculated in the previous sentences.)
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage. For benchmark measures or floors (for measures that have floors and the floor applies to the result), calculate the difference between the actual percentage and the benchmark.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and then round this number up to the next integer. Then multiply the result by the per occurrence dollar amount taken from the Tier 1 Payment Liquidated Damages Table to determine the applicable ~~Tier 1 payment~~ liquidated damages for the given month for that sub-measure.

### 11.1.3. Measures for Which the Reporting Dimensions are Ratios or Rates-

- Step 1: Calculate the ratio for the sub-measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. (There are no Critical Z-values calculated for Benchmark measures.)

- Step 2: Calculate the difference between the actual ratio for the CLEC and the calculated ratio. For benchmark measures or floors (for measures that have floors and the floor applies to the result) calculate the difference between the actual ratio and the benchmark. This difference is capped at 100%.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and then round this number up to the nearest integer. Then multiply the result by the per occurrence dollar amount taken from the ~~Tier 1 Payment~~Liquidated Damages Table for Tier 1 Measures to determine the applicable ~~Tier 1 payments~~liquidated damages for the given month for that sub-measure.

## 11.2.     Calculating Tier 2 Liquidated Assessments

~~Determine the Tier 2 measurement results, such as High, Medium, or Low, that are non-compliant for three consecutive months for all CLECs.~~

11.2.1.     Determine the Tier 2 measurement results that are non-compliant for three consecutive months for the aggregate of all CLECs. If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until ~~Ameritech~~SBC Illinois reports performance that meets the applicable criterion. That is, Tier- 2 assessments will apply on a “rolling three month” basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

### 11.2.2. ~~11.2.1~~ Measures for Which the Reporting Dimensions are Averages or Means-

- Step 1:     Calculate the average or the mean for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. ~~(For benchmark measures, the calculated average or mean equals the benchmark standard. Substitute this value for the value calculated in the previous sentences.)~~There are no Critical Z-values calculated for Benchmark measures.)
- Step 2:     Calculate the percentage difference between the actual average and the calculated average for each of the three non-compliant months. For benchmark measures, calculate the percentage difference between the actual average and the calculated average the benchmark for each of the three non-compliant months. This percentage is capped at 100%.
- Step 3:     Multiply the total number of data points for each month by the percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by ~~\$1000, \$600, and \$400 for the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures that are designated as High, Medium, and Low respectively~~ to determine the applicable ~~Assessment~~assessment payable to the ~~Illinois—State Treasury~~Fund designated by the Commission for that sub-measure.

### 11.2.3. ~~11.2.2~~ Measures for Which the Reporting Dimensions are Percentages-

- Step 1: ~~Calculate~~Calculate the percentage for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measure. ~~(For benchmark measures, the calculated percentage equals the benchmark standard. Substitute this value for the value calculated in the previous sentences.)~~There are no Critical Z-values calculated for Benchmark measures.)

- Step 2: Calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the three non-compliant months. For benchmark measures, calculate the difference between the actual percentage for the CLECs and the calculated percentage for each of the benchmark for the three non-compliant months.
- Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by \$1000, \$600, and \$400 for measures that are designated as High, Medium, and Low respectively the per occurrence dollar amount specified in the Assessment Table for Tier 2 Measures to determine the applicable Assessment assessment payable to the State Fund designated by the Commission for that sub-measure.

#### 11.2.4. 11.2.3 Measures for Which the Reporting Dimensions are Ratios or Rates-

- Step 1: Calculate the ratio for the sub-measure for the CLECs that would yield the Critical Z-value for each of the three non-compliant months. Use the same denominator as the one used in calculating the Z-statistic for the sub-measures measure. (For benchmark measures, calculate the value that would yield parity by adding or subtracting the (There are no Critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules values calculated for Benchmark measures.)
- Step 2: Calculate the difference between the actual ratio for the CLECs and the calculated ratio for each month of the non-compliant three-month period. For benchmark measures calculate the difference between the actual ratio and the benchmark for the three non-compliant months. This difference is capped at 100%.
- Step 3: Multiply the total number of data service points orders by the percentage calculated in the previous step for each month. Calculated Calculate the average for three months of these numbers rounding up the result to the next highest integer. Then multiply the result by \$1000, \$600, and \$400 the per occurrence dollar amount specified in the Assessment Table for measures that are designated as High, Medium, and Low respectively Tier 2 Measures to determine the applicable Assessment assessment payable to the State Fund designated by the Commission for that sub-measure.

### 12.0 Advanced and Nascent Services:

- 12.1. In order to ensure parity and benchmark performance where CLECs order low volumes of advanced and nascent services, AmeritechSBC Illinois will make additionalincreased voluntary payments into to the Illinois State TreasuryFund designated by the Commission on those measurements listed in §12.2section 12.3 below (the “Qualifying Measurements”). Such additionalincreased voluntary payments will–apply only apply when there are more than 10 and less than 100 observations for a Qualifying Measurement on average statewide for a three-month

period with respect to the following order categories—~~(if within a Qualifying Measurement):~~—:

12.2. The following are the qualifying sub-measures (if within a qualifying measurement):

- ~~UNE~~ loop and port combinations;
- ~~Resold~~resold ISDN;
- ISDN UNE loop and port combinations;

- BRI loop with test access; and
- DSL loops.

12.3. ~~42.2~~—The Qualifying Measurements are as follows:

Provisioning Measurements:

- PMs 29, 45, 58 — Percent ~~Ameritech~~SBC Illinois Caused Missed Due Dates
- PMs 35, 46, 59 — Installation Trouble Reports Within “X” Days
- PMs 27, 43, 56 — Mean Installation Interval
- PMs 32, 49, 62 — Average Delay Days for ~~Ameritech~~SBC Illinois Caused Missed Due Dates
- PM 55.1 — Average Installation Interval — DSL
- PM ~~57~~1.1 — Average Response Time for Loop Qualification Information

Maintenance Measurements:

- PMs 38, ~~66, 68~~66 — % Missed Repair Commitments
- PMs 41, 53, 69 — % Repeat Reports
- PMs 39, 52, 67 — Mean Time to Restore
- PMs ~~37, 54, 65~~37.1, 54.1, 65.1 — Trouble Report Rate

12.4. ~~42.3~~ The ~~additional~~increased voluntary payments referenced in ~~§section~~section 12.1 will be made only if ~~Ameritech~~SBC Illinois fails to provide parity or benchmark service for the above measurements as determined by the use (where appropriate) of the Modified Z-test and ~~critical~~a Critical Z-value for either:

- ~~three~~3 consecutive months; or
- ~~six~~6 months or more in a calendar year.

12.5. ~~42.4~~ The ~~additional~~increased voluntary payments will only be calculated on the rolling average of occurrences or measurements, as appropriate, where ~~Ameritech~~SBC Illinois has failed to provide parity or benchmark performance for ~~three~~3 consecutive months. If ~~Ameritech~~SBC Illinois fails to provide parity or benchmark performance in Illinois for ~~six~~6 or more months in a calendar year, the increased voluntary payments will be calculated as if all such months were missed consecutively.

12.6. ~~42.5~~ If, for the three months that are utilized to calculate the rolling average, there were 100 observations or more on average for the qualifying measurement or sub-measurement, then no ~~additional~~increased voluntary payments will be made ~~into~~to the ~~Illinois State Treasury Fund designated by the Commission.~~ However, if during this same time frame there either is (i) an average of more than 10 but less than 100 observations for a qualifying sub-measure on a statewide basis; or (ii) an average of more than 10 but less than 100 for a non-qualifying sub-measure within a qualifying measure where the measure’s average is more than 10 but less than 100 observations, then ~~Ameritech~~SBC Illinois shall calculate the ~~additional~~ payments ~~into~~to be made in addition to the ~~Illinois normal payment to the State Treasury Fund designated by the Commission~~ by first applying the normal Tier 2 assessment calculation methodology to that qualifying measurement, and then ~~tripling~~doubling (multiplying by 2) that amount.

The effect of this calculation results in total payment being made at three times the normal amount alone.

12.7. ~~42.6~~ Any payments made hereunder shall be subject to the annual ~~cap~~threshold set forth in ~~§ 7.3.~~ Section 7.4.

13.0 Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Performance Measurement Business Rules (Illinois)

Appendix 2: Measurements Subject to Per Occurrence Damages or Assessments With a Cap and Measurements Subject to Per Measure Damages or Assessments

In the event of any inconsistency between Appendices 1, and/or 2 and this performance remedy plan, this performance remedy plan shall supercede and control.

In addition, Appendix 1 shall be supplemented by Attachment A hereto.



# **APPENDIX 1**

## **Performance Measurement Business Rules (Illinois)**

The Performance Measurement Business Rules are found in SBC Illinois' tariff at Ill. C. C. No. 20, Part 2, Section 11.E. This tariff can be found at the following web address:

[http://www.sbc.com/public\\_affairs/regulatory\\_documents/tariffs/1,5932,281,00.html?pid=9](http://www.sbc.com/public_affairs/regulatory_documents/tariffs/1,5932,281,00.html?pid=9)

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## **APPENDIX 2**

### **Appendix 2: ~~Performance Measures Subject to Tier-1 and Tier-2 Damages Identified as High, Medium, or Low.~~with Remedy Limits**

#### **Measurements That Are Subject to Per Occurrence Damages or Assessment With a Cap**

1. Percent Response Received Within "X" Seconds – OSS Interfaces (PM 2)
2. Percent Firm Order Confirmations (FOCs) Received Within "X" Hours/Days (PM 5)
3. Percent Mechanized Completions Returned Within One Day of Work Completion (PM 7.1)
4. Percent Rejects Returned Within “X” Hours (PM 10)
5. Mechanized Provisioning Accuracy (PM 12)
6. Order Process Percent Flow Through (PM 13)
7. Percent of Accurate and Complete Formatted Mechanized Bills Via EDI or BDT (PM 15).
8. Percent of Usage Records Transmitted Correctly (PM 16)
9. Billing Completeness (PM 17)
10. Billing Timeliness (Wholesale Bill) (PM 18)
11. Percent Trunk Blockage (Call Blockage) (PM 70)
12. Percent Completion Notifications Returned Within ‘X’ Hours of Completion of Maintenance Trouble Ticket (PM MI14)

### **Appendix 3: ~~Measurements Subject to Per Occurrence Calculation of Payments or Assessment with a Cap and Measurements That Are Subject to To Per Measure Payments~~Damages or Assessment.Assessments**

1. OSS Interface Availability (PM 4)
2. Local Service Center (LSC) Grade Of Service (GOS) (PM 22)
3. Local Operations Center (LOC) Grade of Service (GOS) (PM 25)
4. Common Transport Trunk Blockage (PM 71)
5. Directory Assistance Average Speed of Answer (PM 80)
6. Operator Services Speed of Answer (PM 82)
7. Percent NXXs Loaded and Tested Prior to the LERG Effective Date (PM 117)
8. Percentage of Quotes Provided for Authorized BFRs Within 45 Business Days (PM 121)

# ATTACHMENT A TO PROPOSED COMPROMISE PERFORMANCE REMEDY PLAN

## CEILINGS AND FLOORS

### Minimum Levels of Service:

The following table represents “Maximum level of service (Ceilings)” and “Minimum level of service (Floors)” for each respective measure/sub-measure. Without regard to parity, SBC Illinois will not pay remedies to a CLEC if the result for that CLEC meets or exceeds the ceilings and SBC Illinois will pay remedies to a CLEC if the result for that CLEC does not meet the floor. Parity applies when the result for that CLEC falls between the ceiling and the floor.

<u>Measure #:</u>	<u>Measure:</u>	<u>Sub-measure:</u>	<u>Ceiling:</u>	<u>Floor:</u>
<u>PM #12</u>	<u>Mechanized Provisioning Accuracy</u>	<u>Each</u>	<u>&gt; 97%</u>	<u>&lt; 90%</u>
<u>PM #27</u>	<u>Mean Installation Interval</u>	<u>POTS-Res/Bus-NFW</u> <u>UNE-P-Res/Bus-NFW CIA-</u> <u>Centrex NFW</u>	<u>1 day or less on NFW</u>	<u>&gt; 5 Business Days</u>
<u>PM #27</u>	<u>Mean Installation Interval</u>	<u>POTS-Res/Bus FW, UNE-</u> <u>P-Res/Bus FW and CIA</u> <u>Centrex FW</u>	<u>2 days or less on FW</u>	<u>&gt; 5 Business Days</u>
<u>PM #28</u>	<u>Percent Installations Completed within CRDD</u>	<u>Each</u>	<u>&gt; 98%</u>	<u>&lt; 90%</u>
<u>PM #30</u>	<u>Percent Ameritech Caused Missed Due Dates Due to Lack of Facilities</u>	<u>Each</u>	<u>&lt; 2%</u>	<u>&gt; 10%</u>
<u>PM #35</u>	<u>Percent of Trouble Reports within 30 Days of Installation</u>	<u>Each</u>	<u>&lt; 4%</u>	<u>&gt; 20%</u>
<u>PM #37.1</u>	<u>Trouble Report Rate net Installation and Repeat Reports</u>	<u>Each</u>	<u>&lt; 4%</u>	<u>&gt; 20%</u>
<u>PM #38</u>	<u>Percent Missed Repair Commitments</u>	<u>Each</u>	<u>&lt; 5%</u>	<u>&gt; 15%</u>
<u>PM #39</u>	<u>Receipt To Clear Duration</u>	<u>OS</u>	<u>&lt; 8 hours</u>	<u>&gt; 30 hours</u>
<u>PM #39</u>	<u>Receipt To Clear Duration</u>	<u>AS</u>	<u>&lt; 8 hours</u>	<u>&gt; 60 hours</u>
<u>PM #40</u>	<u>Percent Out of Service Intervals &lt; 24 Hours</u>	<u>Each</u>	<u>&gt; 96%</u>	<u>&lt; 85%</u>
<u>PM #41</u>	<u>Percent Repeat Trouble Reports</u>	<u>Each</u>	<u>&lt; 4%</u>	<u>&gt; 20%</u>
<u>PM #55</u>	<u>Average Installation Interval</u>	<u>Analog (1-10), Digital (1-10), DS1 including PRI, Dedicated Transport DS1 (1-10), Dedicated Transport DS3 (1-10)</u>	<u>&lt; 2 days</u>	<u>&gt; 5 Business Days</u>
<u>PM #55</u>	<u>Average Installation Interval</u>	<u>Analog (11-20)</u>	<u>&lt; 2 days</u>	<u>&gt; 10 Business Days</u>
<u>PM #55</u>	<u>Average Installation Interval</u>	<u>Analog (20+)</u>	<u>&lt; 2 days</u>	<u>&gt; 15 Business Days</u>
<u>PM #56</u>	<u>Percent Installations Completed within CRDD</u>	<u>Each</u>	<u>&gt; 98%</u>	<u>&lt; 90%</u>
<u>PM #59</u>	<u>Percent of Trouble Reports within X Days of Installation</u>	<u>Each</u>	<u>&lt; 4%</u>	<u>&gt; 20%</u>
<u>PM #60</u>	<u>Percent Ameritech caused Missed Due Dates Due to Lack of Facilities</u>	<u>Each</u>	<u>&lt; 2%</u>	<u>&gt; 10%</u>
<u>PM #65.1</u>	<u>Trouble Report Rate net Installation and Repeat Reports</u>	<u>Each</u>	<u>&lt; 4%</u>	<u>&gt; 20%</u>
<u>PM #66</u>	<u>Percent Missed Repair Commitments</u>	<u>Each</u>	<u>&lt; 5%</u>	<u>&gt; 15%</u>
<u>PM #67</u>	<u>Mean Time To Restore</u>	<u>All except for Dedicated Transport &amp; DS1 Loop</u>	<u>&lt; 8 hours</u>	<u>&gt; 36 hours</u>
<u>PM #67</u>	<u>Mean Time To Restore</u>	<u>Dedicated Transport &amp; DS1 Loop</u>	<u>&lt; 4 hours</u>	<u>&gt; 10 hours</u>
<u>PM #68</u>	<u>Percent Out of Service Intervals &lt; 24 Hours</u>	<u>Each</u>	<u>&gt; 96%</u>	<u>&lt; 85%</u>
<u>PM #69</u>	<u>Percent Repeat Trouble Reports</u>	<u>Each</u>	<u>&lt; 4%</u>	<u>&gt; 20%</u>

